

1 FARHAN R. NAQVI
2 Nevada Bar No. 8589
3 ELIZABETH E. COLEMAN
4 Nevada Bar No. 12350
5 PAUL G. ALBRIGHT
6 Nevada Bar No. 14159
7 NAQVI INJURY LAW
8 9500 W. Flamingo Road, Suite 104
9 Las Vegas, Nevada 89147
Telephone: (702) 553-1000
Facsimile: (702) 553-1002
naqvi@naqvilaw.com
elizabeth@naqvilaw.com
paul@naqvilaw.com
Attorneys for Plaintiffs

10
11 **UNITED STATES DISTRICT COURT**
12
13 **DISTRICT OF NEVADA**

14 TYRONE PRICE and DEANNA
15 RICHARDSON, individually, and as husband
16 and wife,

17 Plaintiffs,
18 vs.

19 JOEL FONSECAMOLLER, individually;
20 OMNI PACIFICA, INC. d/b/a ONE WAY
DELIVERY; ONE WAY DELIVERY, INC.;
TRANSICO LEASING CO., INC. d/b/a TEC
LEASING d/b/a TEC EQUIPMENT
LEASING; TEC EQUIPMENT, INC.; and
DOES 1 to 100, ROE CORPORATIONS 1 to
100, inclusive,

21 Defendants.

22 Case No.: 2:18-cv-00638-JAD-PAL

23 **STIPULATION AND ORDER TO
DISMISS TRANSICO LEASING CO.,
INC. d/b/a TEC LEASING d/b/a TEC
EQUIPMENT LEASING and TEC
EQUIPMENT, INC, AND TO AMEND
COMPLAINT**

24 ECF No. 34

25 IT IS HEREBY STIPULATED AND AGREED to by and between Plaintiffs TYRONE
26 PRICE and DEANNA RICHARDSON (hereinafter collectively referred to as "Plaintiffs"), by
27 and through their counsel of record, FARHAN R. NAQVI, ELIZABETH E. COLEMAN, and
28 PAUL G. ALBRIGHT of NAQVI INJURY LAW, Defendant JOEL FONSECAMOLLER, by
and through his counsel of record, MARISSA R. TEMPLE of ROGERS, MASTRANGELO,





1 CARVALHO & MITCHELL, and Defendants OMNI PACIFICA, INC. d/b/a ONE WAY
2 DELIVERY, ONE WAY DELIVERY, INC., TRANSCO LEASING CO., INC. d/b/a TEC
3 LEASING d/b/a TEC EQUIPMENT LEASING, and TEC EQUIPMENT, INC., by through their
4 counsel of record, JONATHAN L. POWELL, ESQ. of ATKIN WINNER & SHERROD, as
5 follows:

- 6 1. Defendant OMNI PACIFICA, INC. d/b/a ONE WAY DELIVERY and Defendant ONE
7 WAY DELIVERY, INC. (hereinafter collectively referred to as "Defendant OMNI
8 PACIFICA"), and Defendant TRANSCO LEASING CO., INC. d/b/a TEC LEASING
9 d/b/a TEC EQUIPMENT LEASING and Defendant TEC EQUIPMENT, INC.
10 (hereinafter collectively referred to as "Defendants TEC") represent that Defendants
11 TEC are not correct or necessary parties in this matter as they do not have any liability or
12 responsibility for the subject collision nor Plaintiffs' alleged claims or damages arising
13 therefrom, including those claims concerning employment of Defendant JOEL
14 FONSECAMOLLER.
- 15 2. **IT IS HEREBY FURTHER STIPULATED AND AGREED** based on the foregoing
16 representations that Defendants TEC shall be dismissed without prejudice from the
17 above entitled matter, leaving Defendant JOEL FONSECAMOLLER and Defendant
18 OMNI PACIFICA as the defendants in this matter.
- 19 3. **IT IS HEREBY FURTHER STIPULATED AND AGREED** that this dismissal shall
20 have no effect on Plaintiffs' pursuit of their claims against the remaining defendants,
21 JOEL FONSECAMOLLER and OMNI PACIFICA, and will not jeopardize Plaintiffs'
22 ability to establish coverage under any applicable insurance policies that may cover
23 Plaintiffs' subject claims.



1 4. **IT IS HEREBY FURTHER STIPULATED AND AGREED** that, should discovery
2 reveal that Defendants TEC are somehow liable for the subject collision and/or
3 Plaintiffs' alleged claims or damages arising therefrom, Plaintiffs may amend the
4 Complaint, or any amendments thereto, to include Defendants TEC back into this
5 lawsuit, and any such amendment shall relate back to the filing of the original Complaint
6 for all purposes, including the statute of limitations.
7

8 5. **IT IS HEREBY FURTHER STIPULATED AND AGREED** that Plaintiffs will file an
9 Amended Complaint to conform with the dismissals herein, which shall relate back to
10 the filing of the original Complaint for all purposes, including the statute of limitations.
11 Plaintiffs are not required to re-serve said Amended Complaint upon Defendants,
12 including JOEL FONSECAMOLLER and OMNI PACIFICA.
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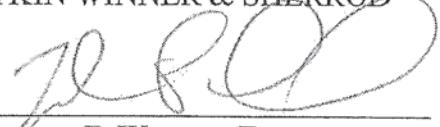
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6. IT IS HEREBY FURTHER STIPULATED AND AGREED that each party is to bear
their own attorney's fees and costs as it relates to the dismissal of the dismissed entities
herein.

7
8 DATED this 12th day of July, 2019.

9
10 NAQVI INJURY LAW
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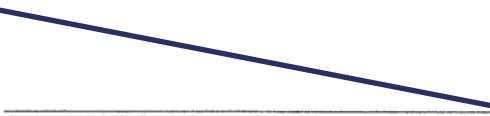
12 FARHAN R. NAQVI, Esq.
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14 ELIZABETH E. COLEMAN, Esq.
15 Nevada Bar No. 12350
16 PAUL G. ALBRIGHT, Esq.
17 Nevada Bar No. 14159
18 9500 W. Flamingo Rd., Suite 104
19 Las Vegas, Nevada 89147
20 *Counsel for Plaintiffs*

21 DATED this 12 day of July, 2019.

22 ATKIN WINNER & SHERROD
23 

24 THOMAS E. WINNER, Esq.
25 Nevada Bar No. 5168
26 JONATHAN L. POWELL, Esq.
27 Nevada Bar No. 9153
28 1117 S. Rancho Dr.
Las Vegas, Nevada 89102
*Counsel for Defendant Omni Pacifica and
Defendants TEC*

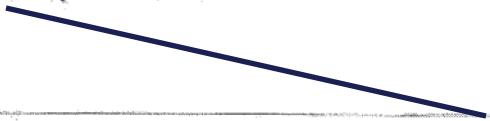
29
30 DATED this _____ day of July, 2019.

31 ROGERS, MASTRANGELO, CARVALHO
32 AND MITCHELL
33 

34 STEPHEN H. ROGERS, Esq.
35 Nevada Bar No. 5755
36 MARISSA R. TEMPLE
37 Nevada Bar No. 9028
38 700 South Third Street
39 Las Vegas, Nevada 89101
40 *Counsel for Defendant
Joel Fonsecamoller*

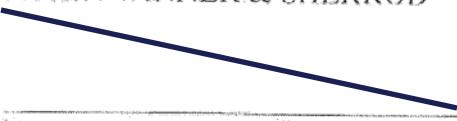
1 6. IT IS HEREBY FURTHER STIPULATED AND AGREED that each party is to bear
2 their own attorney's fees and costs as it relates to the dismissal of the dismissed entities
3 herein.

4 DATED this _____ day of July, 2019.

5 NAQVI INJURY LAW
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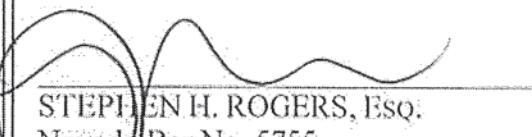
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15 *Counsel for Plaintiffs*

16 DATED this _____ day of July, 2019.

17 ATKIN WINNER & SHERROD
18 

19 THOMAS E. WINNER, ESQ.
20 Nevada Bar No. 5168
21 JONATHAN L. POWELL, ESQ.
22 Nevada Bar No. 9153
23 1117 S. Rancho Dr.
24 Las Vegas, Nevada 89102
25 *Counsel for Defendant Omni Pacifica and
26 Defendants TEC*

27 DATED this 15 day of July, 2019.

28 ROGERS, MASTRANGELO, CARVALHO
1 AND MITCHELL
2 

3 STEPHEN H. ROGERS, ESQ.
4 Nevada Bar No. 5755
5 MARISSA R. TEMPLE
6 Nevada Bar No. 9028
7 700 South Third Street
8 Las Vegas, Nevada 89101
9 *Counsel for Defendant
10 Joel Fonsecamoller*

ORDER

Based on the parties' stipulation
[ECF No. 34] and good cause appearing,
IT IS HEREBY ORDERED that THE
CLAIMS AGAINST Transco Leasing Co.
and TEC Equipment are DISMISSED
without prejudice, each side to bear its own
fees and costs.

Plaintiff has 10 days to file an
amended complaint.


U.S. District Judge Jennifer A. Dorsey
Dated: July 15, 2019